

Response To:

RFP #CSM-2015-07

Solar Panel

Purchase and

Installation

Program for City

Residents and

Businesses



Respondents Qualification Statement

Prepared by:

Urban Solar Group

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Bay #5

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Web: www.Urban-Solar.com

Summary

City of South Miami has invited Urban Solar Group to participate in the RFP # CSM2015-07. The purpose of this bid to demonstrate to the city that Urban Solar Group has the ability and expertise needed to provide a comprehensive turn-key solution to it's residents and businesses for Solar PV installations.

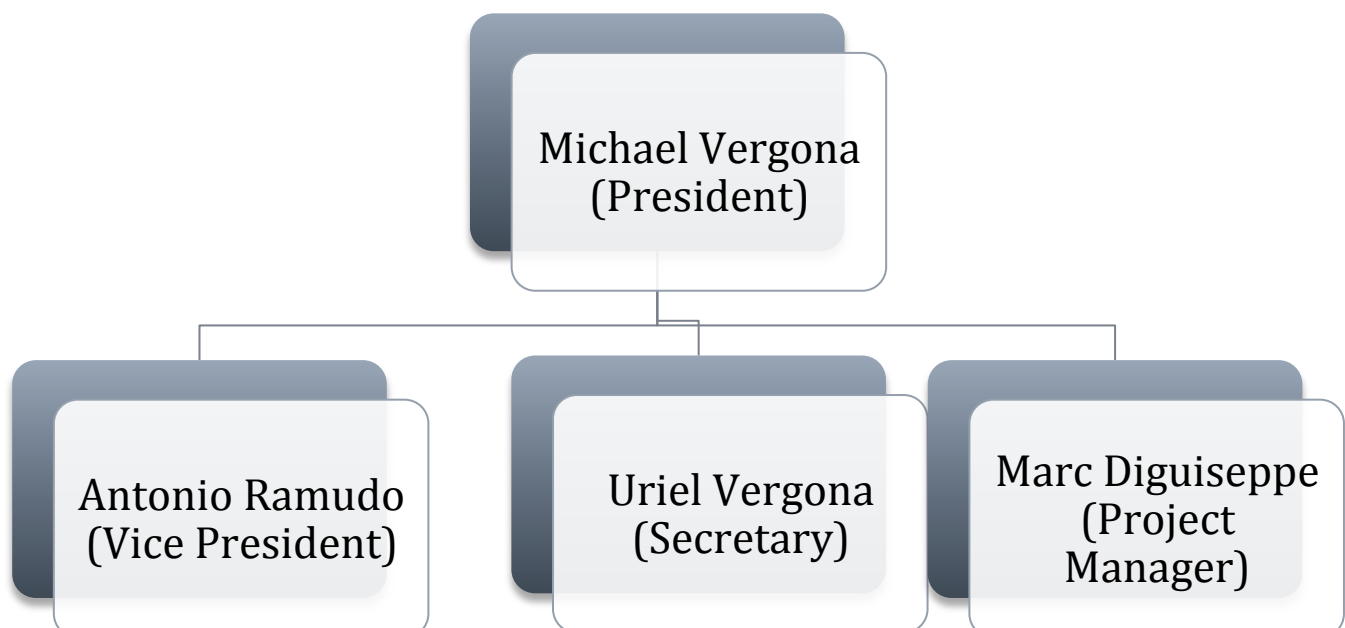
As requested, the attached package includes all necessary pricing, insurance and qualification information.

Pricing included in this proposal is warranted for the period of (180) days from May 5, 2015.

Attached Sections:

- I. Organizational Chart
- II. Qualifications Statement
- III. Equipment Information (including warranty)
- IV. Urban Solar Group – 5 Year Warranty
- V. Examples of our completed projects
- VI. Sample Customer Proposal
- VII. Proof of Insurance
- VIII. Equipment Warranty and Data Sheets
- IX. Complete Proposal Submittal Checklist with all required documentation and signatures.

I. Organizational Chart:



II. Qualifications Statement

Urban Solar Group (USG) is a certified Solar Contractor, License # CVC56948.

USG focuses 100% of its operations on the design and installation of Solar PV systems. Our service area covers from North Palm Beach County, South to Homestead and South West Florida (Naples,FL).

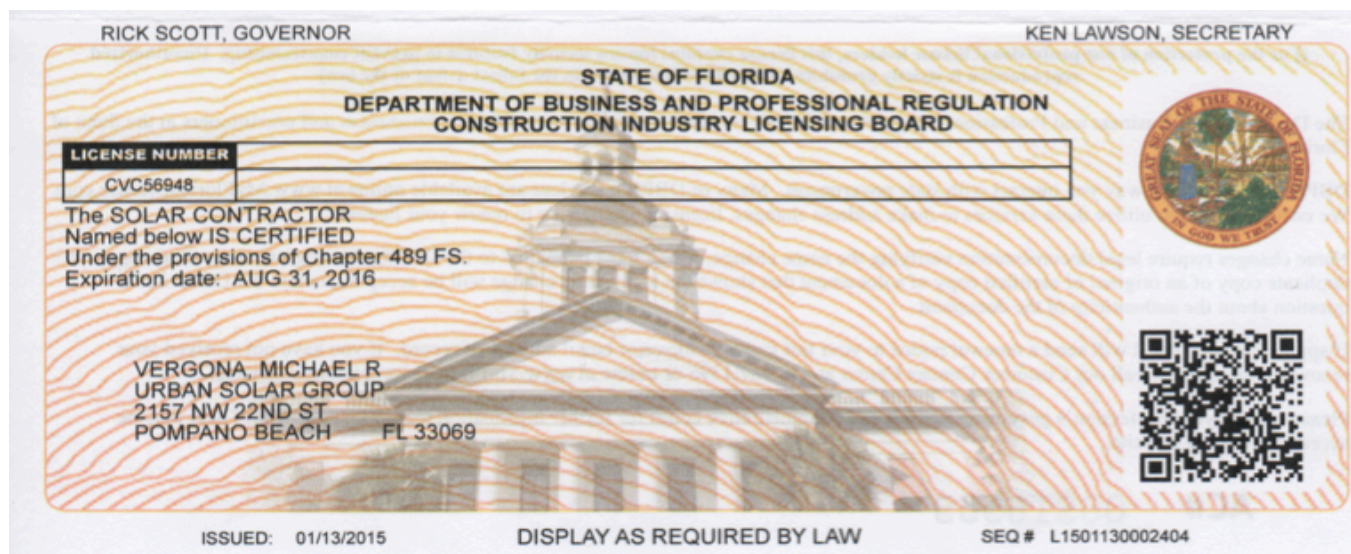
Since January 2015, USG has successfully procured and completed 16 residential Solar PV installations this year alone. Since it's inception, USG has successfully installed over 3,800 modules or more than 1 megawatt of Solar PV.

Urban Solar Group boasts the largest Solar PV installation in Coconut Grove. The Residence Inn Marriott project is outlined below in our completed projects section. We are now under contract for the largest installation in Collier County.

Along with our private sector commercial and residential installations, we have also helped on a Department of Energy, Section 8 project located in North Miami. The North Park at Scott Carver Apartments was a 135kW system. The design was meant to have distributed energy generation be used to off-set the common area loads.

It should be noted that we have sub-contracted Goldin Solar, Inc. for supplemental labor purposes to complete two of our installations in the Miami-Dade area. Since Goldin Solar, Inc. is also placing a bid for RFP # CDM2015-07, we find it important to point out which projects were procured and completed by USG and not Goldin Solar, Inc. for clarification purposes.

Urban Solar – Solar Contractor License



Urban Solar Group – Ygrene Certification



You are logged in as, **Michael Vergona**

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Q PROPERTY SEARCH	PROJECTS	TASKS	COMPANY
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URBAN SOLAR GROUP » PROFILES

Company **Profiles** Offices Users

COMPANY	PRIMARY CONTACT	DISTRICT	SIGNED UP	
Urban Solar Group	Michael Vergona	Green Corridor	02/23/15 06:36 AM	+ new profile edit delete

III. Equipment Information:

Solar Panels:

Hanwha Q- Cells, G3 Pro 260-watts

- Tier 1 panel
- 10 year Workmanship Warranty
- 25 year Performance Warranty
- German engineered, assembled in Poland.
- Rated Top Polycrystalline Module of 2013 by Photon independent study.
- Less than 0.06% degradation annually. Guaranteed to be producing no less than 83% of its original nameplate rating, after 25 years.

Website: <http://www.q-cells.us/home.html>



Q CELLS
a Hanwha company

European made Solar Panels
Germany engineered and built to last
from the Australian solar experts  SOLARGAIN
solar energy specialists

 **Photon**
TÜV MEASUREMENT
Best polycrystalline
module 2013

 **EUPO RESEARCH**
TOP BRAND PV
MODULES
GERMANY
2012

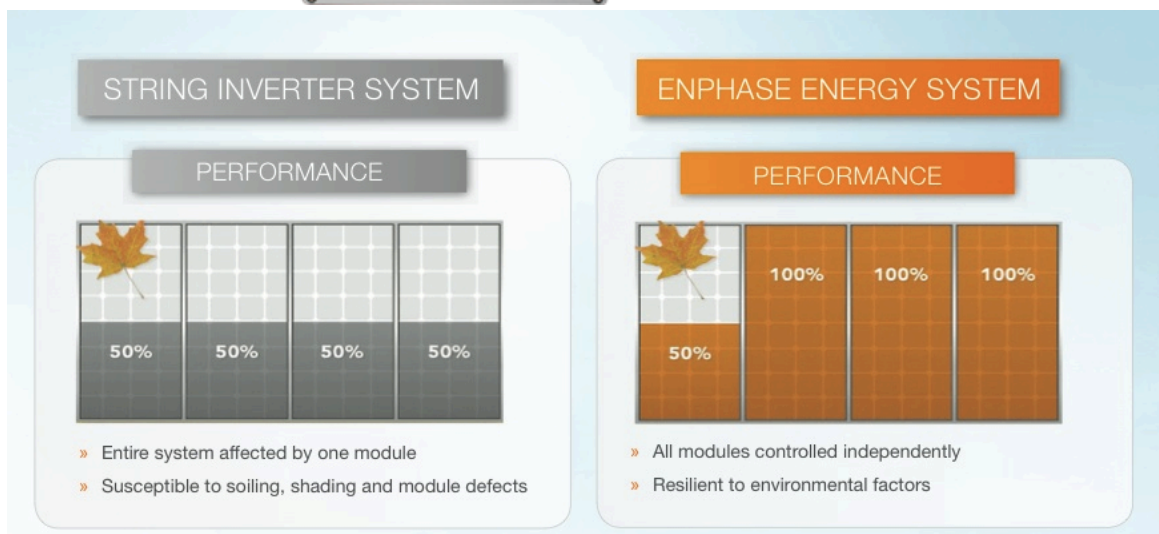
'Europe's number 1 Solar PV provider Q1 2014'

Inverters:

Enphase M215 Micro-Inverters

- 25 year Limited Warranty
- American made
- Most widely used micro-inverter
- Up to 20% more solar yield versus traditional string inverters. Micro-inverters also protect against shading or panel failure.
- Performance Monitoring included in all installations. Performance Monitoring allows for real time system analysis and performance figures.
- Increased reliability due to a less than 1% failure rate versus the 10% failure rates of string inverters.

Website: <http://www.Enphase.com>



IV. Urban Solar Group Warranty

5-year workmanship guarantee

We guarantee our workmanship for a total of 5 years from the date of the final electrical inspection by the local municipality. This means that we will guarantee the installation practices against leaks, faults, errors, or any outages the system may experience. This guarantee does not cover individual products as they all have their own manufacturer warranties.

Contractor warrants to OWNER that all materials used in the Work will be new and of good quality, free from defects, and in conformity with the Plans and Specifications unless otherwise specified. Contractor guarantees its work to be free from defects in material and workmanship for a period of five years from the date of completion. Contractor guarantees all penetrations through the roof membrane/decking will be properly sealed and free from leaks. However, Contractor does not guarantee the general condition of the roof or its ability to withstand walking during the installation process.

Equipment Warranties

Warranties on any appliance or equipment supplied by Contractor for the Project shall be limited to the warranty provided by the manufacturer of such appliance or equipment. For a period of one year after system commissioning/final inspection, Urban Solar will perform manufacturer warranty work for the appliance/equipment at no cost to the OWNER. After the one-year period labor, shipping and travel charges in effect at that time will be billed to the OWNER for any appliance/equipment warranty work.

All warranty work must be performed by Urban Solar Group to maintain the Urban Solar warranty. Damage to the system due to (but not limited to) storms, flood, fire, lightning, work performed by others, etc. are not covered by the Urban Solar warranty (and are not normally covered by the manufacturers' warranties). Any repair work performed by Urban Solar for these types of issues will be billed at the rate in effect at that time.

If you need to submit a warranty claim or have a question, please contact us at 888-597-8881 or info@urban-solar.com

V. Qualifying Project Experience:

Miami Children's Museum

Project Address:

980 MacArthur Causeway, Miami, FL 33132

Project Description:

14.31 kW Solar PV System

(54) SolarWorld 265-Watt Modules

(54) Enphase M215 Micro-inverters

Annual Production of 23,530 kWh's

This project included Performance Monitoring and TV Display for museum guests. The solar panels were mounted on a completely custom racking structure that fit to the existing roof structure.

*Sub-contracted Goldin Solar for supplemental labor purposes only.



Residence Inn by Marriott

Project Address:

2835 Tigertail Ave, Coconut Grove Miami, FL 33133

Project Description:

92.4 kW Solar PV System

(336) SolarWorld 265-Watt Modules

(14) SMA Sunny Boy Inverters (various models/wattages)

Annual Production of 150,253 kWh's

This project included Performance Monitoring and TV Display for hotel guests. The solar panels were mounted on the flat roof of the building at a 10 degree tilt.

*Sub-contracted Goldin Solar for supplemental labor purposes only.



Doleman Residence

Project Address:

2517 Middle River Dr, Fort Lauderdale, FL 33305

Project Description:

19.24 kW Solar PV System

(74) Hanwha Q-Cell's 260-Watt Modules

(2) SMA Sunny Boy Inverters (various models/wattages)

Annual Production of 31,636 kWh's

This project included Performance Monitoring.



Mason Residence

Project Address:

6510 Marbella Dr, Naples, FL 34105

Project Description:

4.68 kW Solar PV System

(18) Hanwha Q-Cell's 260-Watt Modules

(18) Enphase M215 Micro-inverters

Annual Production of 7,914 kWh's

This project included Performance Monitoring.



North Park at Scott Carver Apartments

Project Address:

Hialeah, FL 33012

Project Description:

135 kW Solar PV System

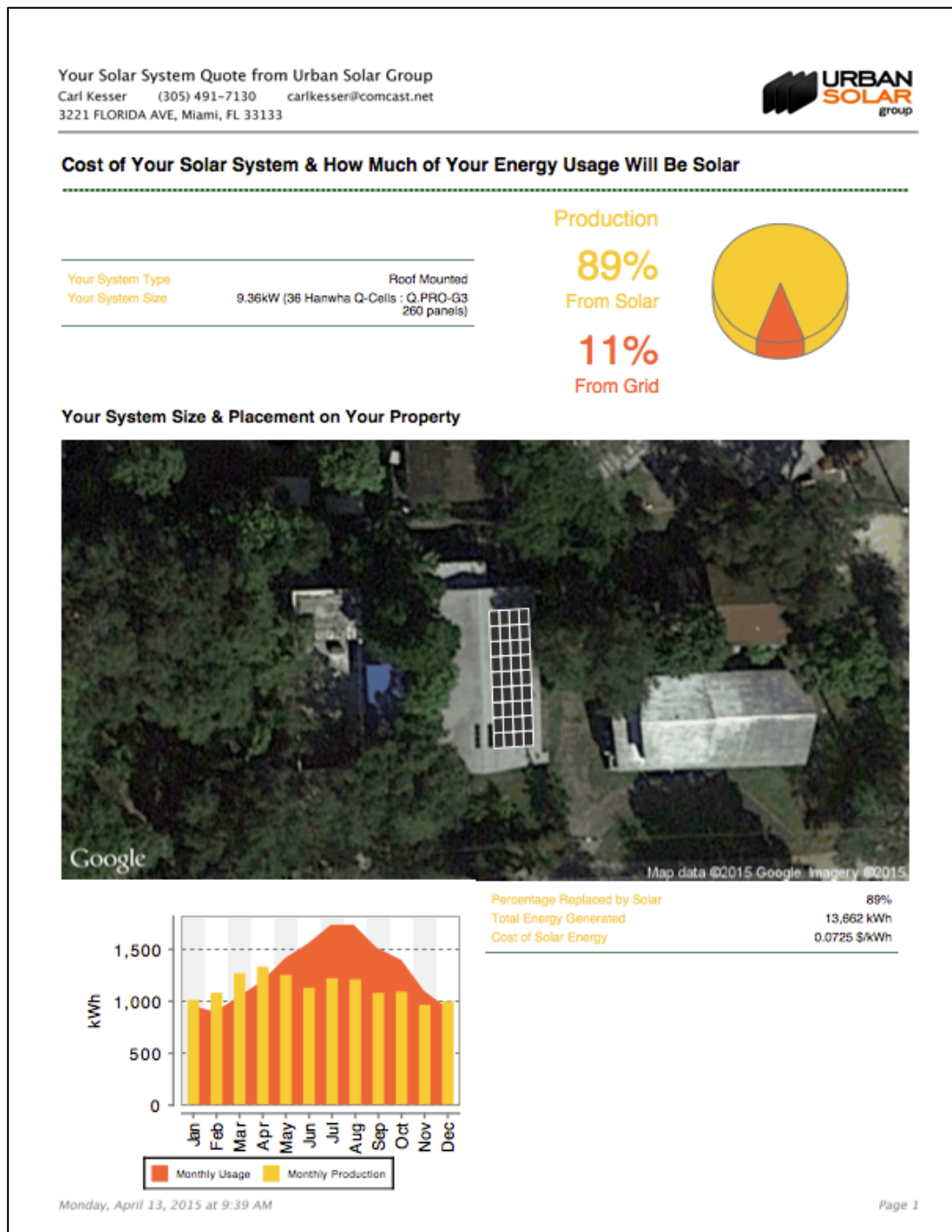
(509) SolarWorld 265-Watt Modules

(25) SMA Sunny Boy Inverters (various models/wattages)

Annual Production of 221,983 kWh's

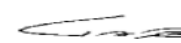


VI. Urban Solar – Sample Customer Proposal



VII. Urban Solar – Proof of Insurance (GL & Auto)

*Pending quotes for Umbrella Policy

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/30/2015		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Keen Battle Mead & Company 7850 Northwest 146th Street Suite 200 Miami Lakes FL 33016			CONTACT NAME: Darleen Palmer PHONE (A/C, No. Ext): (561) 613-6097 FAX (A/C, No): (844) 847-8679 E-MAIL ADDRESS: dpalmer@kbmco.com			
INSURED VB Solar Inc, DBA: Urban Solar Group 3395 N Dixie Hwy Bay #5 Boca Raton FL 33431			INSURER(S) AFFORDING COVERAGE INSURER A Essex Insurance Company INSURER B Wesco Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES CERTIFICATE NUMBER: 15-16 GL, Auto REVISION NUMBER:						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		2CL5194	4/21/2015	4/21/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPIOP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY		WPP1241494 00	2/11/2015	2/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$ 500,000
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 20,000
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</p>						
CERTIFICATE HOLDER Proof of Insurance				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy Battle/DARL 		

ACORD 25 (2014/01)
INS025 (2014/01)

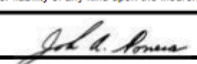
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Urban Solar – Proof of Workers Comp Insurance

Policy Information: Lion Insurance Company, Policy # WC71949, Policy Dates 1/1/15 – 1/1/16

*No ERM, policy has not been in force long enough to have Experience Mod.

CERTIFICATE OF LIABILITY INSURANCE						Date 3/31/2015	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage		NAIC #	
				Insurer A: Lion Insurance Company		11075	
				Insurer B:			
				Insurer C:			
				Insurer D:			
Insurer E:							
Coverages The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.							
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> _____ General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> _____				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTH-ER E.L. Each Accident \$1,000,000 E.L. Disease - Ea Employee \$1,000,000 E.L. Disease - Policy Limits \$1,000,000	
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616				
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 92-69-254 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": VB Solar, Inc. dba Urban Solar Group Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562. Project Name: ISSUE 03-31-15 (TLD)							
CERTIFICATE HOLDER						Begin Date 3/2/2015	
CANCELLATION						Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.	
							

VIII. Proposed Equipment Warranty and Data Sheets



The new **Q.PRO-G3** is the reliable evergreen for all applications. The third module generation from Q CELLS has been optimised across the board: improved output yield, higher operating reliability and durability, quicker installation and more intelligent design.

INNOVATIVE ALL-WEATHER TECHNOLOGY

- Maximum yields with excellent low-light and temperature behaviour.

ENDURING HIGH PERFORMANCE

- Long-term Yield Security due to Anti PID Technology¹, Hot-Spot Protect, and Traceable Quality Tra.Q™.
- Long-term stability due to VDE Quality Tested – the strictest test program.

SAFE ELECTRONICS

- Protection against short circuits and thermally induced power losses due to breathable junction box and welded cables.
- Increased flexibility due to MC4-inter-mateable connectors.

PROFIT-INCREASING GLASS TECHNOLOGY

- Reduction of light reflection by 50%, plus long-term corrosion resistance due to high-quality »Sol-Gel roller coating« processing.

LIGHTWEIGHT QUALITY FRAME

- Stability at wind loads of up to 5400 Pa with a module weight of just 19 kg due to slim frame design with high-tech alloy.

MAXIMUM COST REDUCTIONS

- Up to 31 % lower logistics costs due to higher module capacity per box.

EXTENDED WARRANTIES

- Investment security due to 12-year product warranty and 25-year linear performance warranty².



THE IDEAL SOLUTION FOR:



Rooftop arrays on commercial/industrial buildings



Ground-mounted solar power plants



Rooftop arrays on residential buildings

¹ APT test conditions: Cells at -1000V against grounded, with conductive metal foil covered module surface, 25°C, 168h

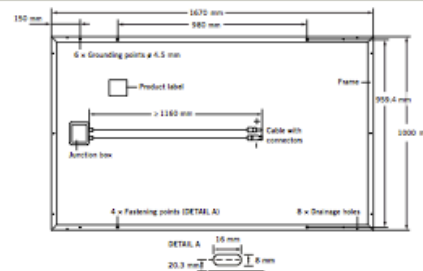
² See data sheet on rear for further information.

Engineered in **Germany**

Q CELLS

MECHANICAL SPECIFICATION

Format	1670 mm × 1000 mm × 35 mm (including frame)
Weight	19 kg
Front Cover	3.2 mm thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Anodised aluminum
Cell	6 × 10 polycrystalline solar cells
Junction box	110 mm × 115 mm × 23 mm Protection class IP67, with bypass diodes
Cable	4 mm ² Solar cable; (+) ≥ 1160 mm, (-) ≥ 1160 mm
Connector	SOLARLOK PV4, IP68



ELECTRICAL CHARACTERISTICS

PERFORMANCE AT STANDARD TEST CONDITIONS (STC: 1000 W/m², 25 °C, AM 1.5 G SPECTRUM)¹

NOMINAL POWER (+5 W/-0 W)	[W]	250	255	260	265
Average Power	P_{MPP} [W]	252.5	257.5	262.5	267.5
Short Circuit Current	I_{SC} [A]	8.71	8.90	9.09	9.28
Open Circuit Voltage	V_{OC} [V]	37.49	37.83	38.18	38.52
Current at P_{MPP}	I_{MPP} [A]	8.21	8.37	8.53	8.69
Voltage at P_{MPP}	V_{MPP} [V]	30.76	30.77	30.78	30.79
Efficiency (Nominal Power)	η [%]	≥ 15.0	≥ 15.3	≥ 15.6	≥ 15.9

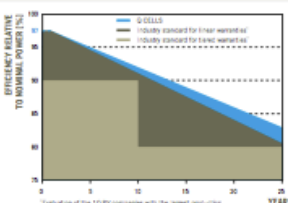
PERFORMANCE AT NORMAL OPERATING CELL TEMPERATURE (NOCT: 800 W/m², 45 ± 3 °C, AM 1.5 G SPECTRUM)²

NOMINAL POWER (+5 W/-0 W)	[W]	250	255	260	265
Average Power	P_{MPP} [W]	186.0	189.7	193.4	197.1
Short Circuit Current	I_{SC} [A]	7.03	7.18	7.33	7.48
Open Circuit Voltage	V_{OC} [V]	34.90	35.22	35.54	35.86
Current at P_{MPP}	I_{MPP} [A]	6.44	6.56	6.68	6.80
Voltage at P_{MPP}	V_{MPP} [V]	28.89	28.92	28.94	28.97

¹ Measurement tolerances STC: ± 3% (P_{MPP}); ± 10% (I_{SC} , V_{OC} , I_{MPP} , V_{MPP})

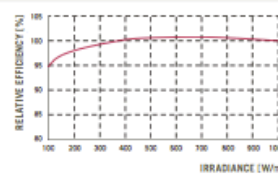
² Measurement tolerances NOCT: ± 5% (P_{MPP}); ± 10% (I_{SC} , V_{OC} , I_{MPP} , V_{MPP})

Q CELLS PERFORMANCE WARRANTY



At least 97% of nominal power during first year. Thereafter max. 0.6% degradation per year.
At least 92% of nominal power after 10 years.
At least 83% of nominal power after 25 years.
All data within measurement tolerances.
Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



The typical change in module efficiency at an irradiance of 200 W/m² in relation to 1000 W/m² (both at 25 °C and AM 1.5 G spectrum) is -2% (relative).

TEMPERATURE COEFFICIENTS (AT 1000 W/M², 25 °C, AM 1.5 G SPECTRUM)

Temperature Coefficient of I_{SC}	α [%/K]	+0.04	Temperature Coefficient of V_{OC}	β [%/K]	-0.30
Temperature Coefficient of P_{MPP}	γ [%/K]	-0.42			

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1000	Safety Class	II
Maximum Reverse Current I_R	[A]	20	Fire Rating	C
Wind/Snow Load (in accordance with IEC 61215)	[Pa]	5400	Permitted module temperature on continuous duty	-40 °C up to +85 °C

QUALIFICATIONS AND CERTIFICATES

VDE Quality Tested, IEC 61215 (Ed. 2); IEC 61730 (Ed. 1), Application class A
This data sheet complies with DIN EN 50380.



PARTNER

NOTE: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS GmbH
Sonnentallee 17-21, 06766 Bitterfeld-Wolfen, Germany | TEL +49 (0)3494 66 99-23444 | FAX +49 (0)3494 66 99-23000 | EMAIL sales@q-cells.com | WEB www.q-cells.com

Specifications subject to technical changes © Hanwha Q CELLS GmbH Q-PRG-Q3_2014-11_Rev07_EN



MANUFACTURER'S LIMITED PRODUCT WARRANTY

WARRANTY

Unirac, Inc., ("Unirac") warrants to the buyer ("Buyer") at the original installation site ("Site") that any of the SolarMount components designed and manufactured by Unirac and installed at the Site ("Product") shall be free from defects in material and workmanship which substantially impair their ability to perform their intended function, as referenced in the Unirac Product Information, for a period of ten (10) years – except that any factory-applied anodized finish is warranted to be free from substantial manufacturing-related visible peeling or cracking or chalking under normal atmospheric conditions for a period of five (5) years ("Finish Warranty") – from the earlier of 1) the date the installation of the Product at the Site is substantially complete, or 2) 120 days after the purchase of the Product by the original Buyer of the Product ("Warranty Period").

WARRANTY TRANSFERENCE

Buyer may transfer this Warranty to subsequent Site owners, or if original Buyer is a contractor, to the Site owner, so long as the transferee agrees to the terms of this Limited Warranty as if it were the Buyer. Proof of purchase is required for any warranty claim.

FINISH WARRANTY LIMITATIONS

The Finish Warranty does not apply to any issues caused by foreign residue deposited on the finish, or an installation in atmospheric conditions more corrosive than normal conditions. The Finish Warranty is VOID if the practices specified by AAMA 609 & 610-02 – "Cleaning and Maintenance for Architecturally Finished Aluminum" (www.aamanet.org) are not followed.

WARRANTY LIMITATIONS

This Limited Warranty covers only the Product, and not PV modules, electrical components and or wiring used in conjunction with the Product or any other materials not provided by Unirac. Goods which may be sold by Unirac, but which are not designed or manufactured by Unirac are not warranted by Unirac, are sold only with the warranties, if any, of the original manufacturers thereof. This Limited Warranty does not cover damage to the Product that occurs during its shipment, storage, installation or use, or from force majeure acts including fire, flood, earthquake, storm, hurricane or other natural disaster, war, terrorist activities, acts of foreign enemies and criminal acts. This Limited Warranty does not cover damages or problems caused by the connection to or use of alternative materials not purchased from Unirac Price List. This Limited Warranty shall be void if A) installation of the Product is not performed in accordance with the Unirac Product Information, B) if the Product has been modified, repaired, or reworked in a manner not previously authorized by Unirac in writing, or C) the Product is installed in an environment for which it was not designed, each as determined by Unirac in its sole discretion.

WARRANTY CLAIMS

If, within the Warranty Period, the Product shall be proven at Unirac's sole discretion to be nonconforming, then Unirac shall repair or provide a replacement for the nonconforming Product, or any nonconforming part thereof, at Unirac's option. Any such repair or replacement does not cause the beginning of new warranty terms, nor shall the Warranty Period of this Limited Warranty be extended. Unirac's aggregate liability for all warranty claims shall not exceed the original Purchase Price of the nonconforming Product. Buyer shall bear all costs of shipment or transportation related to the repair or replacement of the nonconforming product. Such repair or replacement shall be Buyer's sole remedy and shall fulfill all of Unirac's obligations with respect to the Product and all warranty claims.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSED ABOVE, UNIRAC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

UNIRAC SHALL NOT BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF ANY DEFECT OR NONCONFORMITY IN THE PRODUCT COVERED BY THIS WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF UNIRAC. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

EFFECTIVE DATE: FEBRUARY 28, 2014

M215 WARRANTY



Enphase Energy M215 Microinverter 25-Year Limited Warranty - North America

Enphase Energy Inc. ("Enphase") has developed a highly reliable microinverter, designated as the M215 Series ("Microinverter"), that is designed to withstand normal operating conditions when used for its originally intended purpose in compliance with the Enphase User Manual made available with the originally shipped system. The Enphase limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Enphase Microinverter ("Defective Product") for a period of twenty-five (25) years from the date of original purchase of such Microinverter at point of sale to the system owner (the "Warranty Holder") at the originally-installed end user location (the "Warranty Period") in locations where we have approved our Microinverters for installation as listed on our website at <http://www.enphase.com/warranty>.

During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the Microinverter remains installed at the originally-installed end user location ("Original Location") and the Transferee submits to Enphase a "Change of PV Ownership Form" and applicable Transfer Fee within 30 days from the date of transfer to the Transferee. This submission is a requirement for continued Limited Warranty coverage. The Transfer Fee is set forth in the Change of PV Ownership Form, and is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of PV Ownership Form and payment instructions are available at <http://www.enphase.com/warranty>. Enphase reserves the right to provide separate warranties that shall govern with respect to Microinverters installed in specific regions as set forth on our website at <http://www.enphase.com/warranty>.

During the Warranty Period, if Enphase establishes, through inspection, the existence of a defect that is covered by the Limited Warranty, Enphase will at its option, either (1) repair or replace the Defective Product free of charge, or (2) issue a credit or refund for the Defective Product to the Warranty holder in an amount up to its actual value at the time the Warranty Holder notifies Enphase of the defect, as determined by Enphase.

If Enphase elects to repair or replace the Defective Product, Enphase will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. Enphase reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If Enphase repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Enphase's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit to replace the Defective Product, but does not include labor costs related to (1) un-installing the Defective Product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from Enphase, via a non-expedited freight carrier selected by Enphase, to locations in North America where we have approved our Microinverters for installation as listed on our website at <http://www.enphase.com/warranty>. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier.

Enphase Microinverters are designed to withstand normal operating conditions and typical wear and tear when used for their original intent and in compliance with the installation and operating instructions supplied with the original equipment. The Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Enphase Microinverter: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Enphase User Manual.

ENVOY WARRANTY



Enphase Energy Envoy™ Communications Gateway 2-Year Limited Warranty – North America

Enphase Energy, Inc. ("Enphase") has developed a reliable Envoy Communications Gateway ("Envoy") that is designed to withstand normal operating conditions when used for its originally intended purpose in compliance with the Enphase User Manual made available with the originally shipped system. The Enphase limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Envoy ("Defective Product") purchased on or after January 1, 2014 for a period of two (2) years from the date of original purchase (the "Warranty Period") in locations where we have approved our Envoy for installation as listed on our website at <http://www.enphase.com/warranty>.

During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the Envoy remains installed at the original end user location ("Original Location"). Enphase reserves the right to provide separate warranties that shall govern with respect to Envoys installed in specific regions as set forth on our website at <http://www.enphase.com/warranty>.

During the Warranty Period, if Enphase establishes, through remote inspection, the existence of a defect that is covered by the Limited Warranty, Enphase will, at its option, either (1) repair or replace the Defective Product free of charge, or (2) issue a credit or refund for the Defective Product to the owner of the system in an amount up to its actual value at the time the owner notifies Enphase of the defect, as determined by Enphase.

If Enphase elects to repair or replace the Defective Product, Enphase will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. Enphase reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If Enphase repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Enphase's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit to replace the Defective Product, but does not include labor costs related to (1) un-installing the Defective Product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from Enphase, via a non-expedited freight carrier selected by Enphase, to locations in North America where we have approved our microinverters for installation as listed on our website at <http://www.enphase.com/warranty>. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier.

Envoys are designed to withstand normal operating conditions and typical wear and tear when used for their original intent and in compliance with the installation and operating instructions supplied with the original equipment. The Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Envoy: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Enphase User Manual or applicable laws or regulations; (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Envoy specifications, including high input voltage from generators or lightning strikes; (4) that has been subjected to incidental or consequential damage caused by defects of other components of the solar system; or (5) if the original identification markings (including trademark or serial number) of such

Enphase® Microinverters

Enphase® M215



The **Enphase® M215 Microinverter** with integrated ground delivers increased energy harvest and reduces design and installation complexity with its all-AC approach. With the advanced M215, the DC circuit is isolated and insulated from ground, so **no Ground Electrode Conductor (GEC) is required for the microinverter**. This further simplifies installation, enhances safety, and saves on labor and materials costs.

The Enphase M215 integrates seamlessly with the Engage® Cable, the Envoy® Communications Gateway™, and Enlighten®, Enphase's monitoring and analysis software.

PRODUCTIVE

- Maximizes energy production
- Minimizes impact of shading, dust, and debris
- No single point of system failure

SIMPLE

- No GEC needed for microinverter
- No DC design or string calculation required
- Easy installation with Engage Cable

RELIABLE

- More than 1 million hours of testing and millions of units shipped
- Industry-leading warranty, up to 25 years



Enphase® M215 Microinverter // DATA

INPUT DATA (DC)		M215-60-2LL-S22-IG, M215-60-2LL-S25-IG	
Recommended input power (STC)	190 - 270 W		
Maximum input DC voltage	48 V		
Peak power tracking voltage	27 V - 39 V		
Operating range	16 V - 48 V		
Min/Max start voltage	22 V / 48 V		
Max DC short circuit current	15 A		
OUTPUT DATA (AC)		@208 VAC	@240 VAC
Peak output power	225 W	225 W	
Rated (continuous) output power	215 W	215 W	
Nominal output current	1.03 A (A rms at nominal duration)	0.9 A (A rms at nominal duration)	
Nominal voltage/range	208 V / 183-229 V	240 V / 211-264 V	
Nominal frequency/range	60.0 / 57-61 Hz	60.0 / 57-61 Hz	
Extended frequency range*	57-62.5 Hz	57-62.5 Hz	
Power factor	>0.95	>0.95	
Maximum units per 20 A branch circuit	25 (three phase)	17 (single phase)	
Maximum output fault current	850 mA rms for 6 cycles	850 mA rms for 6 cycles	
EFFICIENCY			
CEC weighted efficiency, 240 VAC	96.5%		
CEC weighted efficiency, 208 VAC	96.5%		
Peak inverter efficiency	96.5%		
Static MPPT efficiency (weighted, reference EN50530)	99.4 %		
Night time power consumption	65 mW max		
MECHANICAL DATA			
Ambient temperature range	-40°C to +65°C		
Dimensions (WxHxD)	171 mm x 173 mm x 30 mm (without mounting bracket)		
Weight	1.6 kg (3.4 lbs)		
Cooling	Natural convection - No fans		
Enclosure environmental rating	Outdoor - NEMA 6		
Connector type	M215-60-2LL-S22-IG: MC4 M215-60-2LL-S25-IG: Amphenol H4		
FEATURES			
Compatibility	Compatible with 60-cell PV modules.		
Communication	Power line		
Integrated ground	The DC circuit meets the requirements for ungrounded PV arrays in NEC 690.35. Equipment ground is provided in the Engage Cable. No additional GEC or ground is required. Ground fault protection (GFP) is integrated into the microinverter.		
Monitoring	Enlighten Manager and MyEnlighten monitoring options		
Compliance	UL1741/IEEE1547, FCC Part 15 Class B, CAN/CSA-C22.2 NO. 0-M91, 0.4-04, and 107.1-01		

* Frequency ranges can be extended beyond nominal if required by the utility



CITY OF SOUTH MIAMI
Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07

Submittal Due Date: May 5, 2015 at 10 AM
Solicitation Cover Letter

The City of South Miami, Florida (hereinafter referred to as "CSM") through its chief executive officer (City Manager) hereby solicits sealed proposals responsive to the City's request (hereinafter referred to as "Request for Proposals" or "RFP"). All references in this Solicitation (also referred to as an "Invitation for Proposals" or "Invitation to Bid") to "City" shall be a reference to the City Manager, or the manager's designee, for the City of South Miami unless otherwise specifically defined.

The City is hereby requesting sealed proposals in response to this **RFP #CSM-2015-07** titled **Solar Panel Purchase and Installation Program for City Residents and Businesses**. The purpose of this RFP is to identify qualified Respondents who can provide the goods and services contemplated in accordance with the scope of services described in this RFP (hereinafter referred to as "the Project" or "Project")

Interested persons who wish to respond to this RFP can obtain the complete RFP package at the City Clerk's office Monday through Friday from 9:00 A.M. to 4:00 P.M. or by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami's web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete RFP Package, including all documents listed in the RFP.

The Proposal Package shall consist of one (1) original unbound proposal, three (3) additional copies and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy all of which shall be delivered to the Office of the City Clerk located at South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143. The entire Proposal Package shall be enclosed in a sealed envelope or container and shall have the following Envelope Information clearly printed or written on the exterior of the envelope or container in which the sealed proposal is delivered: the title of this RFP, as follows **Solar Panel Purchase and Installation Program for City Residents and Businesses, RFP #CSM-2015-07** and the name of the Proposer (also referred to as "Respondent"). Special envelopes such as those provided by UPS or Federal Express will not be opened unless they contain the required Envelope Information on the front or back of the envelope. Sealed Proposals must be received by Office of the City Clerk, either by mail or hand delivery, no later than **10 A.M. local time on May 5, 2015**. A public opening will take place at 10 A.M. on the same date in the City Commission Chambers located at City Hall, 6130 Sunset Drive, South Miami 33143. Any Proposal received after 10 A.M. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the person submitting the proposal and in favor of the Clerk's receipt stamp.

A Non-Mandatory Pre-Proposal Meeting will be conducted at City Hall in the Commission Chambers located at 6130 Sunset Drive, South Miami, FL 33143 on April 27, 2015 at 10:00 A.M. The conference shall be held regardless of weather conditions. Proposals are subject to the terms, conditions and provisions of this letter as well as to those provisions, terms, conditions, affidavits and documents contained in this RFP Package.

Maria M. Menendez, CMC
City Clerk, City of South Miami

SCOPE OF SERVICES and SCHEDULE OF VALUES

**Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07**

The Scope of Services and the Schedule of Values, if any, are set forth in the attached **Exhibit I**

END OF SECTION

SCHEDULE OF EVENTS

**Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07**

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	4/10/2015	4:00 PM
2	<u>Non- Mandatory</u> Pre-RFP Meeting	4/27/2015	10:00 AM
3	Deadline to Submit Questions	4/29/2015	10:00 AM
4	Deadline to City Responses to Questions	5/1/2015	10:00 AM
5	Deadline to Submit RFP Response	5/5/2015	10:00 AM
6	Project Announcement of selected Contractors/Cone of Silence ends	5/19/2015	7:00 PM

END OF SECTION

INSTRUCTIONS for RESPONDENT

Solar Panel Purchase and Installation Program for City Residents and Businesses RFP #CSM-2015-07

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO THE SOLICITATION TO ENSURE THAT THE RESPONSE TO THE SOLICITATION (HEREINAFTER ALSO REFERRED TO AS THE "PROPOSAL" THROUGHOUT THE CONTRACT DOCUMENTS) REACHES THE CITY CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE RFP FORM.

1. **Designated Contact.** The awarded firm shall appoint a person to act as a primary contact with Participants. This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.
2. **Precedence of Conditions.** The proposing firm, by virtue of submitting a response, agrees that the Contract Documents have been listed below in order of precedence, with the one having the most precedence being at the top of the list and the remaining documents in descending order of precedence. This order of precedence shall apply, unless otherwise specified in the Contract or General Conditions to the Contract:
 - a) Addenda to RFP
 - b) Attachments/Exhibits to RFP
 - c) RFP
 - d) Proposal
3. The terms, provisions, conditions and definitions contained in the Solicitation Cover Letter shall apply to these instructions to Respondents and they are hereby adopted and made a part hereof by reference. If there is a conflict between the Cover Letter and these instructions, or any other provision of this RFP, the Cover Letter shall govern and take precedence over the conflicting provision(s) in the RFP.
4. Any questions concerning the Solicitation or any required need for clarification must be made in writing, by **April 29, 2015 at 10 AM** to the attention of **Steven P. Kulick** at skulick@southmiamifl.gov or via **facsimile at (305) 663-6346**.
5. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the RFP Package (also known as "RFP Specifications" or "RFP") by U.S. mail, e-mail or other delivery method convenient to the City and the City will notify all prospective firms via the City's website.
6. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the public notice.
7. **Contingent Fees Prohibited.** The proposing firm, by submitting a proposal, warrants that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award.
8. **Public Entity Crimes.** A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287 following a conviction for a public entity crime shall disclose such fact and the failure to disclose such facts in the Respondent's proposal shall be considered a material breach of any agreement between the Respondent and any Participant.
9. Respondents shall use the Proposal Form(s) furnished by the City. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the Solicitation Cover Letter. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the City, as part of its Proposal, the following documents:
 - a) The Invitation for Proposal and Instructions to Respondents.
 - b) A copy of all issued addenda.

- c) The completed Proposal Form fully executed.
 - d) Certificate of Insurance and/or Letter of Insurability.
10. Goods: If goods are to be provided pursuant to this RFP the following applies:
- a) Brand Names: If a brand name, make, manufacturer's trade name, or vendor catalog number is mentioned in this Solicitation, whether or not followed by the words "approved equal", it is for the purpose of establishing a grade or quality of material only. Respondent may offer goods that are equal to the goods described in this Solicitation with appropriate identification, samples and/or specifications for such item(s). The Participant shall be the sole judge concerning the merits of items proposed as equals.
 - b) Pricing: Prices should be stated in units of quantity specified in the Proposal Form. In case of a discrepancy, the Participant reserves the right to make the final determination at the lowest net cost.
 - c) Mistake: In the event that unit prices are part of the Proposal and if there is a discrepancy between the unit price(s) and the extended price(s), the unit price(s) shall prevail and the extended price(s) shall be adjusted to coincide. Respondents are responsible for checking their calculations. Failure to do so shall be at the Respondent's risk, and errors shall not release the Respondent from his/her or its responsibility as noted herein.
 - d) Samples: Samples of items, when required, must be furnished by the Respondent free of charge to the Participant. Each individual sample must be labeled with the Respondent's name and manufacturer's brand name and delivered by it within ten (10) calendar days of the Proposal opening unless schedule indicates a different time. If samples are requested subsequent to the Proposal opening, they shall be delivered within ten (10) calendar days of the request. The Participant shall not be responsible for the return of samples.
 - e) Respondent warrants by signature on the Proposal Form that prices quoted therein are in conformity with the latest Federal Price Guidelines, if applicable.
 - f) Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Respondent to notify the Participant at once, indicating in its letter the specific regulation which required an alteration. The Participant reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel all or any portion of the Contract, at the sole discretion of the City and at no further expense to the City with thirty (30) days advanced notice.
 - g) Respondent warrants that the prices, terms and conditions quoted in the Proposal shall be firm for a period of one hundred eighty (180) calendar days from the date of the Proposal opening unless otherwise stated in the Proposal Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation shall be cause for rejection, as determined by the Participant.
 - h) Safety Standards: The Respondent warrants that the product(s) to be supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Proposals must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.
11. Liability, Licenses & Permits: The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required by this RFP and as required by law. The Respondent shall be liable for any damages or loss to the Participant occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or City of South Miami Code. These documents shall be furnished to the Participant as part of the Proposal. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal and forfeiture of the Proposal/Bid Bond, if required for this Project.
12. Respondent shall comply with the City's insurance requirements as set forth in the attached **EXHIBIT 2** or, if applicable, the General Conditions to the Contract prior to issuance of any Contract(s) or Award(s) If a recommendation for award of the contract, or an award of the contract is made before compliance with this provision, the failure to fully and satisfactorily comply with the City's insurance requirements as set forth herein shall authorize the Participant to implement a rescission of the Proposal Award or rescission of the recommendation for award of contract without further Participant action. The Respondent, by submitting a Proposal, thereby agrees to hold the Participant harmless and agrees to indemnify the Participant and covenants not to sue the Participant by virtue of such rescission.
13. Copyrights and/or Patent Rights: Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered by the Respondent pursuant to this Proposal, there has not

- been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify Participant from any and all liability, loss or expense occasioned by any such violation or infringement.
14. **Execution of Contract:** The Respondent to this RFP acknowledges that by submitting a response or a proposal, Respondent agrees to the terms of the form contract and to the terms of the general conditions to the contract, both of which are part of this RFP package and agrees that Respondent's signature on the response to this RFP grants to the Participant the authority, on the Respondent's behalf, to insert, into any blank spaces in the contract documents, information obtained from the proposal and the Respondent's signature shall also be treated, for all purposes, including the enforcement of all of the terms and conditions of the contract, as the Respondent's signature on the contract, after the appropriate information has been inserted.
 15. **Evaluation of Proposals:** The Participant, at its sole discretion, reserves the right to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of the Contract. In addition, the price, responsibility and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Participant and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.
 16. **Drug Free Workplace:** Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Proposal as determined by the Participant.
 17. **Public Entity Crimes:** A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit RFP on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.
 18. **Contingent Fees Prohibited:** The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the Participant, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the Participant.
 19. **Hold Harmless:** All Respondents shall hold the Participant, its officials and employees harmless and covenant not to sue the Participant, its officials and employees in reference to its decisions to reject, award, or not award a contract, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a proposal shall act as an agreement by the Respondent that the Proposal/Bid Bond, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the Participant that arise out of this RFP process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process. In any such suit, the prevailing party shall recover its attorney's fees, court costs as well as expenses associated with the litigation.
 20. **Cancellation:** Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the Participant, shall be just cause for cancellation of the Award or termination of the contract.
 21. **Bonding Requirements:** The Respondent, when submitting the Proposal, shall include a Proposal/Bid Bond, if required for this project, in the amount of 5% of the total amount of the base Proposal on the Proposal/Bid Bond Form included herein. A company or personal check shall not be deemed a valid Proposal Security.
 22. **Performance and Payment Bond:** The Participant may require the successful Respondent to furnish a Performance Bond and Payment Bond, each in the amount of 100% of the total Proposal Price, including Alternates if any, naming the Participant, as the obligee, as security for the faithful performance of the Contract and for the payment of all persons or entities performing labor, services and/or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.
 - 22.1. Each Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to Participant the completion and performance of the Work covered in the Contract Documents.
 - 22.2. Each Performance Bond shall continue in effect for five year after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum.
 - 22.3. Each Payment bond shall guarantee the full payment of all suppliers, material man, laborers, or subcontractor employed pursuant to this Project.

- 22.4. Each Bond shall be with a Surety company whose qualifications meet the requirements of insurance companies as set forth in the insurance requirements of this solicitation.
- 22.5. Respondent shall ensure that the Bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide PARTICIPANT with evidence of such recording.
- 22.6. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.
- 23. Pre-proposal Conference Site Visits: If a Mandatory Pre-proposal conference is scheduled for this project, all Respondents shall attend the conference and tour all areas referenced in the Solicitation Documents. It shall be grounds for rejecting a Proposal from a Respondent who did not attend the mandatory pre-proposal conference. No pleas of ignorance by the Respondent of conditions that exist, or that may hereinafter exist, as a result of failure to make the necessary examinations or investigations, or failure to complete any part of the RFP Package, will be accepted as basis for varying the requirements of the Contract with the Participant or the compensation of the Respondent.
- 24. Time of Completion: The time is of the essence with regard to the completion of the Work to be performed under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents, including the Proposal Form. No change orders shall be allowed for delays caused by the person participating in the Solar Panel Program, other than for extensions of time to complete the Work.
- 25. Submittal Requirements: All Proposals shall comply with the requirements set forth herein.
- 26. Respondent shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.

END OF SECTION

Proposal Submittal Checklist Form
Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this RFP. The response shall include the following items:

Attachments and Other Documents described below to be Completed IF MARKED WITH AN "X":		Check Completed.
<u> X </u>	Indemnification and Insurance Documents, <i>Exhibit 2</i>	<u> X </u>
<u> X </u>	Bid Form, <i>Exhibit 3</i>	<u> X </u>
<u> X </u>	Respondents Qualification Statement	<u> X </u>
<u> X </u>	List of Proposed Subcontractors and Principal Suppliers	<u> X </u>
<u> X </u>	Non-Collusion Affidavit	<u> X </u>
<u> X </u>	Public Entity Crimes and Conflicts of Interest	<u> X </u>
<u> X </u>	Drug Free Workplace	<u> X </u>
<u> X </u>	Acknowledgement of Conformance with OSHA Standards	<u> X </u>
<u> X </u>	Affidavit Concerning Federal & State Vendor Listings	<u> X </u>
<u> X </u>	Related Party Transaction Verification Form	<u> X </u>
<u> X </u>	Presentation Team Declaration/Affidavit of Representation	<u> X </u>

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

RESPONDENT QUALIFICATION STATEMENT

Solar Panel Purchase and Installation Program for City Residents and Businesses RFP #CSM-2015-07

The response to this questionnaire shall be utilized as part of the PARTICIPANT'S overall Proposal Evaluation and RESPONDENT selection.

I. Number of similar construction projects completed,

a)	In the past 5 years	<u>64</u>
	In the past 5 years On Schedule	<u>64</u>
b)	In the past 10 years	<u>64</u>
	In the past 10 years On Schedule	<u>64</u>

II. List the last three (3) completed similar projects.

a)	Project Name:	<u>Kay Mason - 4.68 kW Enphase</u>
	Owner Name:	<u>Kay Mason</u>
	Owner Address:	<u>6510 Marbella Dr, Naples, FL 34105</u>
	Owner Telephone:	<u>239-403-3682</u>
	Original Contract Completion Time (Days):	<u>45</u>
	Original Contract Completion Date:	<u>April 14, 2015</u>
	Actual Final Contract Completion Date:	<u>March 18, 2015</u>
	Original Contract Price:	<u>\$21,060</u>
	Actual Final Contract Price:	<u>\$21,060</u>
b)	Project Name:	<u>Jeff Cohen - 10.24 kW - SMA</u>
	Owner Name:	<u>Jeff Cohen</u>
	Owner Address:	<u>4619 Brady Blvd, Delray Beach, FL 33445</u>

Owner Telephone: 561-843-0399

Original Contract Completion Time
(Days): 45

Original Contract Completion Date: April 21, 2015

Actual Final Contract Completion
Date: April 9, 2015

Original Contract Price: \$35,661

Actual Final Contract Price \$35,661

c) Project Name: Jan Doleman - 20.24 kW

Owner Name: Jan Doleman

Owner Address: 2517 Middle River Dr, Fort Lauderdale, FL 33305

Owner Telephone: 305-797-4094

Original Contract Completion Time
(Days): 45

Original Contract Completion Date: Feb 15, 2015

Actual Final Contract Completion
Date: Feb 5, 2015

Original Contract Price: \$63,452

Actual Final Contract Price: \$63,452

III. Current workload

Project Name	Owner Name	Telephone Number	Contract Price
Macintyre - 20kW Car Port	Sheffield MacIntyre	305-613-1422	\$80,678
WC Huff - 115kw	Jim Henderson	NA	\$357,350
Paul Snell - 3kW	Paul Snell	954-448-2569	\$14,500
Russell Carey - 10.14kW	Russell Carey	NA	\$39,450
Jordan London - 5.46kW	Jordan London	954-961-8286	\$21,418
James Currie - 5.46kW	James Currie	NA	\$19,450
Ed Lawton - 6.7kW	Ed Lawton	954-553-8549	\$26,770
Pablo Pulido - 20.02kW	Pablo Pulido	NA	\$70,000

IV. The following information shall be attached to the proposal.

- a) RESPONDENT's home office organization chart.
- b) RESPONDENT's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

V. List and describe any:

- a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

VI. Government References:

List other Government Agencies or Quasi-government Agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person:

Type of Project:

LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS

Solar Panel Purchase and Installation Program for City Residents and Businesses RFP #CSM-2015-07

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
Landscape	NA		
Sodding and Turf Work	NA		
Electrical	Gexpro Supply	1000 NW 33rd St Pompano, FL 33064	954-977-2600
Irrigation	NA		
Paving	NA		
Park Amenities	NA		
Graphics	NA		
Utilities	NA		
Excavation	NA		
Building	NA		
Structures RACKING	Unirac	Albuquerque, NM	info@unirac.com
Plumbing	NA		
Painting	NA		
Testing Laboratory	NA		
Soil Fumigator	NA		
Signs	NA		
Other:	NA		
Module Supply	Q-Cells	Irvine, CA 92618	jeff.taylor@us.q-cells.com

This list shall be provided to the City on behalf of the Participant within five (5) business days after Bid Opening.

END OF SECTION

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

Michael Vergona


being first duly sworn, deposes and states that:

- (1) He/She/They is/are the owner/President
(Owner, Partner, Officer, Representative or Agent) of
Urban Solar Group, Inc. the Respondent that has submitted the
attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal
and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived
or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or
sham Proposal in connection with the Work for which the attached Proposal has been submitted; or
to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly
or indirectly, sought by agreement or collusion, or communication, or conference with any
Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any
other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the
Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance,
or unlawful agreement any advantage against (Recipient), or any person interested in the proposed
Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other
of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:


Witness

Witness

By: 
Signature
Michael Vergona, President
Print Name and Title
5/4/15
Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF ~~MIAMI-DADE~~ palm beach)

On this the 4th day of May, 2015, before me, the undersigned Notary Public of the State
of Florida, personally appeared (Name(s) of individual(s) who appeared before
notary) Michael Vergona & Antonio Ramulo and whose name(s) is/are Subscribed to the
within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.


Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:



Uriel Bloukos

(Name of Notary Public: Print, Stamp or type as commissioned.)

X Personally known to me, or

_____ Personal identification:

Type of Identification Produced

X Did take an oath, or

_____ Did Not take an oath.

PUBLIC ENTITY CRIMES

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

I. This sworn statement is submitted to City of South Miami
[print name of the public entity]
by Michael Vergona, President
[print individual's name and title]
for Urban Solar Group
[print name of entity submitting sworn statement]
whose business address is 3395 N Dixie Hwy, suite 5
Boca Raton, FL 33431
and (if applicable) its Federal Employer Identification Number (FEIN) is 46-3561145 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

- (a) A predecessor or successor of a person convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE PARTICIPANT IN THE SOLAR SOLAR PANEL PURCHASE AND INSTALLATION PROGRAM FOR CITY RESIDENTS AND BUSINESSES RFP #CSM-2015-07 WILL BE RELYING ON THE TRUTH OF THE STATEMENTS CONTAINED IN THIS FORM AND THAT THE INFORMATION IN THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PARTICIPANT PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

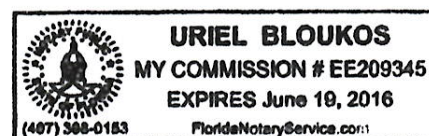
Sworn to and subscribed before me this 4th day of May, 20 15.

Personally known X

OR Produced identification _____

(Type of identification)
Form PUR 7068 (Rev.06/11/92)

[Signature]
[Signature]
Uriel Bloukos - Uriel Bloukos
Notary Public - State of Florida
My commission expires 6/19/16
(Printed, typed or stamped commissioned name of notary public)



DRUG FREE WORKPLACE

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids or Proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, he employee shall abide by the terms of the statement and shall notify the employee of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) business days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RESPONDENT's Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO WHOM IT MAY CONCERN

We, Urban Solar Group, (Name of CONTRACTOR), hereby acknowledge and agree that as CONTRACTOR for the **Solar Panel Purchase and Installation for City Residents and Businesses** project as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **Participant** against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor's names): N/A

to comply with such act or regulation.

CONTRACTOR

Urban Solar Group


Witness

BY:

 Michael Vergara

Name

President

Title

**AFFIDAVIT CONCERNING
FEDERAL AND STATE VENDOR LISTINGS**

The person, or entity, who is responding to the City's solicitation, hereinafter referred to as "Respondent", must certify that the Respondent's name Does Not appear on the State of Florida, Department of Management Services, "CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS".

If the Respondent's name Does appear on one or all the "Listings" summarized below, Respondents must "Check if Applies" next to the applicable "Listing." The "Listings" can be accessed through the following link to the Florida Department of Management Services website:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, Michael Vergona (hereinafter referred to as the "Declarant") state, under penalty of perjury, that the following statements are true and correct:

- (1) I represent the Respondent whose name is Urban Solar Group.
- (2) I have the following relationship with the Respondent President (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member (if Respondent is a Limited Liability Company).
- (3) I have reviewed the Florida Department of Management Services website at the following URL address: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- (4) I have entered an "x" or a check mark beside each listing/category set forth below if the Respondent's name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category it means that I am attesting to the fact that the Respondent's name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

Check if
Applicable

- ☐ Convicted Vendor List
- ☐ Suspended Vendor List
- ☐ Discriminatory Vendor List
- ☐ Federal Excluded Parties List
- ☐ Vendor Complaint List

FURTHER DECLARANT SAYETH NOT.

Michael Vergona
(Print name of Declarant)

By: [Signature]
(Signature of Declarant)

ACKNOWLEDGEMENT

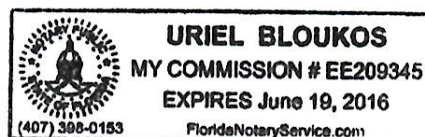
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) Palm Beach

On this the 4th day of May, 20 15, before me, the undersigned authority, personally appeared Michael Vergona who is personally known to me or who provided the following identification _____ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

**NOTARY PUBLIC:
SEAL**

[Signature]
Notary Public, State of Florida
Uriel Bloukos
(Name of Notary Public: Print,
Stamp or type as commissioned.)



RELATED PARTY TRANSACTION VERIFICATION FORM

I Michael Vergona, individually and on behalf of Urban Solar Group ("Firm") have Name of Representative Company/Vendor/Entity read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

N/A
_ (use (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their use a separate names: N/A

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows: N/A

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as

follows: N/A (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: N/A (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: N/A

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: 

Print Name & Title: Michael Vergona, President

Date: 5/4/15

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) Designation.

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) Definitions. For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFQ, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) Prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) Further prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph(3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) Compulsory disclosure by employees of firms doing business with the city.

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) Exploitation of official position prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) Prohibition on use of confidential information.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) Conflicting employment prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) Prohibition on outside employment.

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) Prohibited investments.

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(l) Certain appearances and payment prohibited.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) Actions prohibited when financial interests involved.

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) Acquiring financial interests.

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) Recommending professional services.

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional

or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) Continuing application after city service.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) City attorney to render opinions on request.

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

(Ord. No. 6-99-1680, § 2, 3-2-99)

Editor's note- Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

This affidavit is not required for compliance with the City's Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the City staff, all individuals who may make a presentation. The affidavit shall be filed by staff with the Clerk's office at the time the committee's proposal is submitted to the City Manager. For the purpose of this subsection only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person shall appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents. Please note; **No person shall appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.**

<u>NAME</u>	<u>TITLE</u>
Antonio Ramudo	Vice president

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. The Affidavit of Representation shall be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below

Executed this 4 day of May, 2015.

Signature of Representative
Michael Vergone, President

Urban Solar Group

Print name of entity being represented

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NOTICE TO PROCEED
Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07

TO:

DATE:

PROJECT DESCRIPTION: Solar Panel Purchase and Installation Program for City Residents and Businesses.

You are hereby notified that the solicitation period for the solar panel program has commenced in accordance with the RFP

City of South Miami

BY: _____

(Print Name)

City Manager or designee

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____

on this _____ day of _____, 20____.

BY: _____

TITLE: _____

END OF SECTION

Exhibit I

Scope of Services

Solar Panel Purchase and Installation Program for City Residents and Businesses RFP #CSM-2015-07

I. Scope of Work:

The City intends to solicit licensed solar installers who desire to install rooftop photovoltaic ("PV") systems for residential and commercial property owners in the City of South Miami, at volume pricing. The decision to enter into a contract to install solar panels is solely at the option of individual City residents or business owners. The City shall make no guarantee as to the number of City residents or business owners who may decide to contract and purchase photovoltaic systems. The City intends that those interested contractors who respond to this solicitation will offer to City residents and business owners discounted pricing for installation of residential or commercial photovoltaic systems.

For example, a Respondent may offer all City residents and businesses a special price for the purchase and installation of grid-tied photovoltaic systems, within six (6) months commencing from the issuance of the Notice to Proceed ("Offer Period"), for the installation of 4, 5, 6, 7.5 and 10 kilowatts of grid-tied photovoltaic systems. The commitments would be for a period of time that would not exceed 15 days following the close of the Offer Period and the commitments would automatically expire if the Contractor fails to accept the commitment within 15 days of the closing of the Offer Period.

The City shall make no claims as to how many City residents might be interested. In addition, the City shall not endorse any contractor who decides to participate in this program. A Participating Contractors listing will be communicated to City residents and business owners and, City residents and business owners will contract directly with individual contractors who have been designated as Participating Contractors for the installation of photovoltaic systems. The City shall place no limit on the number of Participating Contractors made available to City residents and business owners. Payment and/or financing will be the sole responsibility of participating City residents and business owners; the City shall have no reasonability or liability for payment of services, workmanship, and services provided by Participating Contractors. Terms and Conditions, project duration, warranties, etc., shall be negotiated between participating City residents and Participating Contractors; and, any government subsidies, available grants that will offset the installation costs of photovoltaic systems are the responsibility of the Contractor and City residents or business owners.

All Respondents must be licensed to perform the work, and qualified and certified with the **YGRENE Green Corridor Financing Program**. Please refer to the following website for YGRENE Contractor registration information: https://ygrene.us/fl/green_corridor.

All Respondents shall provide the participating residents or business owners with the same indemnification and insurance concerning matters that may arise out of this PV installation program, as if the Contractor was providing goods and/or services to the City. Those indemnification and insurance requirements are set forth in the attached **Exhibit 2**.

II. Site Locations:

City residents located within the borders of the City of South Miami, **See Exhibit 4, “City of South Miami Zoning Map.”** The contractor, at the contractor’s discretion, may extend the same offer to residents or businesses of neighboring areas.

III. Plans and Specifications:

Plans and specifications for photovoltaic systems shall be the responsibility of and shall be provided by Participating Contractors. At the minimum, the proposals shall specify the manufacturer and model of the PV panels and inverter systems, as well as the inverter type (e.g., grid-tie, grid-tie with battery backup, off-grid), panel type (e.g., polycrystalline panel) and sufficient information for the customer to determine the complete price inclusive of design, engineering, materials, labor, construction permits, and (optional) internet monitoring.

IV. Prices, Terms & Conditions:

Respondents shall attached to **Exhibit 3, Bid Form**, prices, terms, conditions and provisions for solar panel installations that Respondent will offer to prospective property owners in accordance with Exhibit I, “Scope of Services.”

V. Project Duration:

This program will be made available to City residents for a **six (6) month period** from the date of the issuance of the Notice to Proceed. The decision to contract for photovoltaic systems is solely at the discretion of City residents. Construction and installation of photovoltaic systems may exceed the six (6) month period of the programs availability. Each individual project duration, timelines, and project completion dates shall be established by Participating Contractors and the participating residents. However, the Participating Contractors shall not discriminate between those residents / business owners who respond to the photovoltaic system program and all residents / business owners shall be treated equally.

VI. Warranty:

Standard manufacturers’ warranties shall apply as well as a minimum one (1) year warranty for labor and materials.

END OF SECTION

EXHIBIT 2

Insurance Requirements

1.01 Insurance

- A. Without limiting its liability, the contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

1.02 Firm's Insurance Generally. The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

1.03 Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The FIRM shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.

1.04 Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:

- Personal Injury: \$1,000,000;
- Medical Insurance: \$5,000 per person;
- Property Damage: \$500,000 each occurrence;

1.05 Umbrella Commercial Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Premises and Operation
- (b) Independent Contractors
- (c) Products and/or Completed Operations Hazard
- (d) Explosion, Collapse and Underground Hazard Coverage

- (e) Broad Form Property Damage
- (f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

1.06 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional One Million Dollar (\$1,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:

- (a) Owned Vehicles.
- (b) Hired and Non-Owned Vehicles
- (c) Employers' Non-Ownership

1.07 SUBCONTRACTS: The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth above and below and substituting the word Subcontractor for the word FIRM and substituting the word FIRM for CITY where applicable.

1.08 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

- A. In the event that this contract involves the construction of a structure, the CONTRACTOR shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Insurance on buildings and structures, including Vandalism & Malicious Mischief coverage, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy shall be in the name of the CITY and the CONTRACTOR, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.
- B. All of the provisions set forth in herein below shall apply to this coverage unless it would be clearly not applicable.

1.09 Miscellaneous:

- A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.
- C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY as well as contractual liability provision covering the Contractors duty to indemnify the City as provided in this Agreement.
- D. Before starting the Work, the FIRM shall deliver to the CITY and CONSULTANT certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY.

Indemnification Requirement

A. The Contractor accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the Contractor or anyone acting through or on behalf of the Contractor.

B. The Contractor shall indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the Contractor, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, arising out of this Agreement, incident to it, or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

C. The Contractor shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the Contractor, its Sub-Contractor or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement, or incident to or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

D. The Contractor agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the Contractor, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.

E. The Contractor has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keen Battle Mead & Company 7850 Northwest 146th Street Suite 200 Miami Lakes FL 33016		CONTACT NAME: Darleen Palmer PHONE (A/C, No, Ext): (561) 613-6097 E-MAIL ADDRESS: dpalmer@kbmco.com FAX (A/C, No): (844) 847-8679	
INSURED VB Solar Inc, DBA: Urban Solar Group 3395 N Dixie Hwy Bay #5 Boca Raton FL 33431		INSURER(S) AFFORDING COVERAGE INSURER A: Essex Insurance Company INSURER B: Wesco Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 15-16 G1, revised auto	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2CL5194	4/21/2015	4/21/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
B	AUTOMOBILE LIABILITY			WPP1241494 00	2/11/2015	2/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 20,000
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Battle/DARL

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CERTIFICATE OF LIABILITY INSURANCE

Date
3/13/2015

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other

Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 92-69-254

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

VB Solar, Inc. dba Urban Solar Group

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

ISSUE 03-13-15 (EP)

Begin Date 3/2/2015

CERTIFICATE HOLDER

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

John A. Brown

EXHIBIT 3

BID FORM

**Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07**

THIS PROPOSAL IS SUBMITTED TO:

Steven Alexander
City Manager on behalf of the City residents and businesses
City of South Miami
6130 Sunset Drive
South Miami, FL 33143

1. Respondent accepts all of the terms and conditions of the RFP and Instructions to Respondents, This Proposal will remain subject to acceptance for 180 calendar days after the day of the Proposal Opening.
2. In submitting this Proposal, Respondent represents that:
 - a. Respondent has examined copies of all the RFP Documents and of the following Addenda, if any (receipt of all which is hereby acknowledged.)

Addendum #3
4/29/2015
MV

Addendum No. #1 Dated: 4/27/2015

Addendum No. #2 Dated: 4/28/2015

- b. Respondent has familiarized himself with the nature and extent of the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted pursuant to any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from responding; and Respondent has not sought by collusion or otherwise to obtain for itself any advantage over any other Respondent or over the PARTICIPANT.
3. **Attached to this Bid Form are the solar panel systems, prices and terms, conditions and provision of the Agreement that is hereby offered to prospective property owners in accordance with Exhibit I, "Scope of Services."**
4. Attached to this Bid Form is Respondent's certificate of insurance reflecting compliance with the insurance requirements of this RFP, applicable licenses and YGRENE certification (see scope of services) to perform this type of work.
5. Communications concerning this Proposal shall be addressed to:

RESPONDENT: Urban Solar Group
Address: 3395 N Dixie Hwy, Boca Raton, FL 33431
Telephone: 888-387-6527
Facsimile: 888-597-8881
Attention: Michael Vergona

4 DAY OF May 20 15.

SUBMITTED THIS 5 May, 2015

PROPOSAL SUBMITTED BY:

Urban Solar Group
Company

888-387-6527
Telephone Number

Michael Vergona
Name of Person Authorized to Submit
Proposal

888-597-8881
Fax Number


Signature

Mike@urban-solar.com
Email Address

President
Title

END OF SECTION

EXHIBIT 3

BID FORM

Attachment A

"INSTALLED SOLAR PANEL PRICE PROPOSAL GRID"

Dollars Per Killowat, By Roof Type					
KW	Ashpalt Shingle	Clay/Spanish Tile	Metal Seam	Concrete	Bar Joist
0 to 5	\$3.85	\$3.90	\$3.80	\$3.90	\$3.90
5 to 10	\$3.55	\$3.65	\$3.50	\$3.65	\$3.65
10 to 17	\$3.25	\$3.30	\$3.20	\$3.30	\$3.30
17 & UP	\$3.05	\$3.10	\$3.00	\$3.10	\$3.10

Note: Responents are to quote "Tier I Solar Panel Manufactures Only

EXHIBIT 4

**Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07**

“City of South Miami Zoning Map”



END OF DOCUMENT



ADDENDUM No. #1

Project Name: Solar Panel Purchase & Installation Program for City Residents & Businesses

RFP NO. CSM-2015-07

Date: April 27, 2015

Sent: Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Solicitation, and is hereby made part of the Documents. All requirements of the Documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure Addendums that may be issued for a specific solicitation.

Question #1:

How should a Respondent to the RFP submit pricing?

Answer to Question #1:

In addition to **Exhibit I, "Scope of Services," and III. "Plans & Specifications,"** Respondents must submit pricing using **Exhibit 3, "Bid Form," Attachment A, "Installed Solar Panel Price Proposal Grid,"** attached to this Addendum. Pricing submitted is based on an **"Installed Price per Kilowatt; by Roof Type."** Respondents are to quote **"Tier I Solar Panel Manufactures" ONLY.**

Question #2:

If a resident or business has an active roof warranty in place, how does this program and the volume pricing apply?

Answer to Question #2:

If a resident or business located within the City has an active roof warranty in place, the volume pricing submitted by the Respondents may not apply; depending upon a review of the Terms and Conditions of the roof warranty by the solar panel installer and the roof warranty holder.

Question #3:

Who may perform solar panel roof installations as part of this RFP?

Answer to Question #3:

Respondents must be licensed to perform the work and, qualified and certified with the YGRENE Green Corridor Financing Program. **Please refer to the following website for YGRENE Contractor registration information: https://ygrene.us/fl/green_corridor.**

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**

EXHIBIT 3

BID FORM

Attachment A

"INSTALLED SOLAR PANEL PRICE PROPOSAL GRID"

Dollars Per Killowat, By Roof Type					
KW	Ashpalt Shingle	Clay/Spanish Tile	Metal Seam	Concrete	Bar Joist
0 to 5					
5 to 10					
10 10 17					
17 & UP					

Note: Responents are to quote "Tier I Solar Panel Manufactures Only



ADDENDUM No. #2

Project Name:	Solar Panel Purchase & Installation Program for City Residents & Businesses
RFP NO.	CSM-2015-07
Date:	April 28, 2015
Sent:	Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Solicitation, and is hereby made part of the Documents. All requirements of the Documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure Addendums that may be issued for a specific solicitation.

Question #1:

Are references required as part of this process? We have well over 100 South Florida satisfied solar PV customers but since all RFPs become public record, we cannot provide you with any names, numbers and email addresses with our customer base. We would be happy to provide them for qualified solar prospects but we cannot publicly provide them. This also applies to our work in process. We just finished 18 local residential installs in the last 3 months but we cannot and will not disclose the names, numbers and contract amounts. If this requirement hold then we will be forced to no respond to this RFP and I am sure other contractors who respect the rights and privacy of their clients will do the same.

Answer to Question #1:

Respondents to this RFP are not required to provide references.

Question #2:

Just confirming that you are not looking for any pricing and all pricing is between the contractor and the client. Also notice that you are wanting discounted pricing but suggest we cannot discriminate between participant customers and non participant customers. We need clarification on that.

Answer to Question #2:

The RFP is requesting pricing from Respondents. Refer to Exhibit I "Scope of Services" and Addendum No. 1, dated April 27, 2015

Question #3:

Also confirming that you are not requiring NABCEP certification? Most programs like this around the US require this because it pushes this process to a qualified company that tests, monitors and approves solar contractors and PRIVATELY checks references, insurance, licensing, and current and past performance. Most cities just require NABCEP, insurance and local licensing. That covers basically all you are asking for and pushes the responsibility to a third party.

Answer to Question #3:

The North American Board of Certified Energy Practitioners (NABCEP) is a private organization and to the City's knowledge, not officially endorsed by the Florida Building Code. Therefore it is **not mandatory** a (Florida licensed) contractor, for the purposes of this solicitation, is certified by NABCEP.

A permit application by a certified Florida contractor licensed in the appropriate category must be submitted to the City's Building Department prior to installation. The City's Building Department's review of permit documents required for such an installation are best described in the attached document, "Solar Systems Permit Document Guideline." Please note that under the master permit, several sub-permits for roofing, electrical and/or mechanical trades may be required depending on the type of equipment and installation guidelines to be provided, but most important a Notice of Acceptance (NOA) from Miami-Dade or the State of Florida is mandatory for whatever equipment is to be installed.

Question #4:

There are dozens of conflicts in this RFP concerning the city approving items and requiring items and talking about the "contract with the city" then many other items stating that the city is not involved at all in the process and all contracts etc are between the homeowner/business owner and the city. The boilerplate on this RFP conflicts with the purpose of this RFP.

Answer to Question #4:

Refer to the Exhibit I, "Scope of Services."

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**



**CITY OF SOUTH MIAMI
BUILDING DEPARTMENT**

SOLAR SYSTEMS PERMIT DOCUMENT GUIDELINE

Building / Equipment / Roof Plan Information

Required for Photovoltaic & Solar Thermal Systems

1. Provide a roof plan diagram showing all dimensions and the total area of the roof.
 2. Show roof edges, walls, parapet walls, change of elevations, expansion joints, roof top equipment, etc. on the roof plan diagram
 3. Show the location on the roof where the solar system is to be installed.
Include the size of the solar system and total area of the proposed system installed on the roof.
 4. Provide the wind uplift zone (per ASCE-7) of the roof, the solar system is to be installed & the wind uplift pressure for that zone.
 5. Provide the Perimeter Width (per ASCE-7) of the roof and /or roof section, the solar system is to be installed
 6. Provide the type of structural roof deck type on the building, the solar system is to be installed
 7. Specify condition of the roof assembly:
 - ☐ New roof (tied to a new construction master permit) ***Separate roof permit required.***
 - ☐ Re-roof (replacing existing roof assembly) ***Separate roof permit required.***
 - ☐ Existing roof (no change to roof assembly) ***Fire Rating of the existing roof assembly shall be maintained.***
 8. Specify the type of roof on the structure and the roofing material used for the roof assembly.
 9. Submit roof clearance requirements for the proposed solar system.
 10. Submit a detail of required roof penetration flashings
 11. Provide a Florida Solar Energy Center (FSEC) photovoltaic system certification approval form for the proposed solar system
- NOTE: Photovoltaic Laminate Modules require a separate roofing permit for the installation of this product.***
12. Provide completed copy of owner's solar system disclosure form.

Structural Design Requirements for Solar Systems

Provide signed & sealed drawings & design calculations for the applicable requirements listed below:

- ☐ 1. Provide documentation and/or verification that the exposed solar panel equipment meets wind load
- ☐ 2. Provide documentation and/or verification the support framing meets both uplift and lateral forces
- ☐ 3. Provide documentation and/ or verification the structure will accommodate additional dead loads
- ☐ 4. Provide design of connections for the wind loads

Electrical Design Requirements for Solar Systems

- ☐ 1. Submit a complete Electrical Diagram:

Designed in accordance to the NEC Article 690 Solar Photovoltaic Systems, in its entirety.

- ☐ 2. Submit a floor plan showing location of all electrical equipment
- ☐ 3. Submit load calculations

NEC 110.3(B) Installation and Use Listed or Labeled equipment shall be installed and used in accordance with any instructions included in the listing or labeling

Electrical Engineer must sign and seal plans if:

- ☐ 1. The system has a value of more than \$50,000
- ☐ 2. The system has an aggregate service of capacity of 600 amps (240 volts) or more for a residential electrical system
- ☐ 3. The system has an aggregate service of capacity of 800 amps (240 volts) or more for a commercial or industrial electrical system

Solar Water Heaters

System Components

- ☐ 1. Solar water heater: Submit FSEC approval/listing and system reference drawing

- ☐ 2. Solar water heater using a PV powered pump: Provide electrical listing for PV panel and pump
- ☐ 3. Solar swimming pool water heater: Provide manufacturer's selected system installation manual /detail and system specifications
- ☐ 4. Solar swimming pool water heater: Provide FSEC approval/listing and system reference drawing
- ☐ 5. Show water heater storage tank location on the floor plan
- ☐ 6. Show water heater storage tank relief line termination point
- ☐ 7. Show piping layout from solar collector to storage tank

USEFUL LINKS

- » [Florida Power & Light Company](#)
- » View Solar Energy Information
 - » [Customer-Owned Renewable Generation](#)
 - » Photovoltaic Systems
 - » Photovoltaic Systems Interconnection Tiers
 - » Tier One (0-10kW) [Learn more](#)
 - » Tier Two (>10kW – 100kW) [Learn more](#)
 - » Tier Three (>100kW – 2mW) [Learn more](#)

Note: For Tier Two & Tier Three Photovoltaic Systems:
System designers please contact FPL @ netmetering@fpl.com prior to final design completion, to assure the visible load break switch is acceptable to FPL.

- » [FLORIDA SOLAR ENERGY CENTER \(FSEC\)](#)



ADDENDUM No. #3

Project Name: Solar Panel Purchase & Installation Program for City Residents & Businesses

RFP NO. CSM-2015-07

Date: April 29, 2015

Sent: Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Solicitation, and is hereby made part of the Documents. All requirements of the Documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure Addendums that may be issued for a specific solicitation.

Question #1:

Your links from FPL are also out of date. For the last 6 months + FPL has not required disconnects on systems with UL listed inverters.

Answer to Question #1:

The Solar Systems Permit Document Guidelines provided by the City's Building Department are guidelines only. A permit application by a certified Florida contractor licensed in the appropriate category must be submitted to the City's Building Department prior to installation. For additional clarification, the 'disconnect' is required. However some "newer" inverters have their own internal disconnects that satisfy that requirement, in which case an external unit would not be mandatory. But until the Building Department reviews the equipment drawings in the permit application, they would not know.

Refer to Addendum No 2, Answer to Question #3.

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**